

BIDS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

Jacqueline Sommers Smith
Procurement Manager
Department of Health Services
Division of Enterprise Services
1 W. Wilson Street, Room 655
Madison, WI 53703

**REQUEST FOR BID
THIS IS NOT AN ORDER**

BIDDER (Name and Address)

☐ Remove from Bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # S-0215 DHCAA-14. Late Bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the purchasing office. Any Bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other Bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the Bid record. Bids shall be firm for acceptance for sixty (60) days from date of Bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than		Public Opening <input type="checkbox"/>
Friday, August 23, 2013		No Public Opening X
2:00 PM CT		
Name (Contact for further information)		
Jacqueline Sommers Smith		
Phone	Date	
608-266-0509	August 12, 2013	
Quote Price and Delivery FOB		

Description

The Division of Healthcare Access and Accountability is releasing a Request for Bid to procure a Call Center Enrollment Assistance (CCEA) vendor. The CCEA services include making outbound calls to 251,200 BadgerCare members regarding enrollment impacts and options effective January 1, 2014.

Payment Terms:

☐ We claim minority Bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

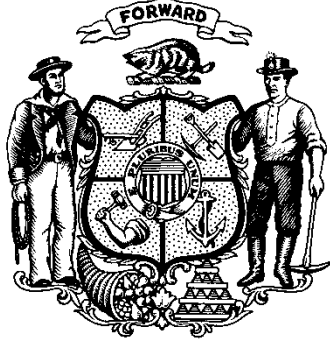
In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our Bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Federal Employer Identification No.
		Social Security No. if Sole Proprietor (Voluntary)

REQUEST FOR BID

**STATE OF WISCONSIN
DEPARTMENT OF HEALTH SERVICES
DIVISION OF Health Care Access and Accountability**



RFB # S-0215 DHCAA-14

Call Center Enrollment Assistance

BIDS MUST BE RECEIVED BY: 2:00 PM CT Friday, August 23, 2013

- **LATE BIDS WILL BE REJECTED**
- **FAXED BIDS WILL NOT BE ACCEPTED**
- **THE STATE RESERVES RIGHT TO REJECT ANY AND ALL BIDS**

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of the RFB is to solicit bids that demonstrate a cost effective and efficient ability to provide outbound calling services to a large number of people on an expedited timeline. Bidders must have knowledge of, and experience in, Medicaid and/or private health insurance telephone interactions and basic familiarity with provisions of the Affordable Care Act.

The Division of Health Care Access and Accountability has set forth the following **program requirements**:

1. **Contact 251,200 BadgerCare members and waitlist individuals**
 - a. **92,000 BadgerCare Plus and Core Plan transitioning members**
 - b. **1,200 BadgerCare Basic Plan members**
 - c. **158,000 BadgerCare Core Plan waitlist individuals**
2. **Complete first call attempt to all 251,200 members and individuals no later than November 15, 2013**
3. **Complete all specified outreach no later than March 1, 2014**
4. **Prepare and submit weekly reporting of detailed call logs to the Department**

This document is designed to provide interested parties with information to enable them to prepare and submit a bid to the Department of Health Services for the provision of outbound enrollment assistance calling services. Under the guidance of the Division of Health Care Access and Accountability, the contractor will be expected to provide the required skilled staff and call center functionality to conduct the outbound calls and track their efforts.

1.2 Procurement Objective

The Division is soliciting bids that demonstrate quality, cost effective approaches to outbound calling services to a large volume of people in a limited timeframe.

1.3 Procuring and Contracting Agency

The Wisconsin Department of Health Services (DHS), Division of Health Care Access and Accountability (DHCAA) issued this Request for Bid (RFB). The person responsible for managing the procurement process Jacqueline Sommers Smith. Any contact with State employees concerning this RFB is prohibited, except as authorized by the procurement manager during the period from date of release of the RFB until the notice of intent to award is released.

The Wisconsin DHS, Division of Health Care Access and Accountability will administer the contract resulting from this RFB. The Contract Administrator will be Marlia Mattke, or designee.

1.4 Definitions

Throughout the RFB, the following terms are used and are defined as:

BadgerCare: is defined as Wisconsin's Medicaid program.

Bidder: is defined as an entity responding to this RFB.

Department / DHS: is defined as the Wisconsin Department of Health Services.

Division / DHCAA: is defined as the Division of Health Care Access and Accountability.

DOA: is defined as the Department of Administration.

HIPAA: is defined as the Health Insurance Portability and Accountability Act of 1996.

MBE: is defined as Wisconsin Certified Minority Business Enterprise.

RFB: is defined as Request for Bid.

State: is defined as the State of Wisconsin.

Subcontract: A written agreement between the contractor and a subcontractor to provide services.

Subcontractor: A third party who contracts with the awarded contractor for the provision of services, which the contractor has contracted with the Department to perform.

1.5 Calendar of Events: Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

DATE	EVENT
August 12, 2013	Date of issue of the RFB
August 16, 2013	Deadline for vendor questions
August 23, 2013 2:00 p.m. CT	Bids due from vendors
August 29, 2013 (estimated)	Notification of Intent to Award
September 16, 2013 (estimated)	Contract Effective Date

1.6 Contract term

September 16, 2013, or actual effective date, through March 21, 2014, or six (6) months after actual effective date. DHS reserves the right to extend beyond the contract period if deemed to be in the best interest of the contracted parties.

1.7 Correspondence, Clarifications and Questions:

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document by Friday, August 16, 2013. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the State at the below email address of such error and request modification or clarification of the RFB document.

E-mail: dhsprocurement@wi.gov

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet.

Any contact with State employees or administrative appointees concerning this RFB is prohibited, except as authorized by the procurement manager during the period from date of release of the RFB until the notice of intent to contract is released.

2.0 TECHNICAL REQUIREMENTS – BIDDER RESPONSE WORKSHEET

To be eligible for a contract award, bidder must certify their ability to meet all the *MINIMUM REQUIREMENTS* as specified below. **Failure of Bidder to demonstrate ability to comply with the Minimum Requirements and establish itself as a responsible bidder as defined in Section 7 will result in exclusion from further consideration. This determination is at the sole discretion of the Department and by submitting a bid in response to this RFB, the bidder agrees to these terms.**

The Minimum Requirements apply to all bidders. Additional requirements may apply upon contract execution, specific to the services being provided. By checking **YES** bidder is agreeing to the terms and conditions of the requirement whether actual or implied after the execution of a contract.

The following requirements are the minimum specifications of the service(s) required. A **NO** answer to any questions below shall be the basis for elimination from consideration. However, if no bidder is able to comply with a given specification, condition of bid or provide a specific item, the state reserves the right to delete that specification, condition of bid or item.

The awarded bidder must perform the required work in accordance with all federal, state, and local rules and regulations.

Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval from the Department. **Reference Section 2.7 Contract Requirements.**

2.1 Requested Service – Outreach

At a minimum, experienced agents will be required to terminate calls after delivery of scripted messages that will include referral to appropriate resources.

By responding with a 'YES', the bidder attests its ability to fulfill the numbered specifications:

YES NO
☐ ☐

2.1.1 Beginning October 1, 2013, contact 92,000 BadgerCare Plus transitioning members using call script(s) provided by DHCAA. If member is not reached on first attempt, an additional two (2) attempts (for a total of three (3) attempts) to reach each member must be made. First attempts to all members must be made no later than November 15, 2013. All outreach attempts must be completed no later than March 1, 2014. Estimated average call time, which may vary, is 4 – 6 minutes per successful call. Initial calls for BadgerCare Plus transitioning members must be made before initial calls for the other two call groups.

YES NO
☐ ☐

2.1.2 Beginning October 1, 2013, contact 1,200 BadgerCare Basic Plan members using call script provided by DHCAA. If member is not reached on first attempt, an additional two (2) attempts (for three (3) attempts) to reach each member must be made. First attempts to all members must be made no later than November 15, 2013. All outreach attempts must be completed no later than March 1, 2014. Estimated average call time, which may vary, is 2 – 4 minutes per successful call.

YES NO
☐ ☐

2.1.3 Beginning October 1, 2013, contact 158,000 BadgerCare waitlist members using call script(s) provided by DHCAA. If member is not reached on first attempt, an additional two (2) attempts (for three (3) attempts) to reach each member must be made. First attempts to all members must be made no later than November 15, 2013. All outreach attempts must be completed no later than March 1, 2014. Estimated average call time, which may vary, is 2 – 4 minutes per successful call.

YES NO
☐ ☐

2.1.4 Provide a written statement limited to three pages demonstrating the bidder's competency in the delivery of the requirements above as well as how the bidder will be able to meet the requirements successfully within the date parameters listed. Bidder should include specific description of technology to be utilized (i.e. automated dialer, automatic call distributor (ACD), predictive dialer, etc.)

2.2 Requested Service – Specifications for Call Content

By responding with a 'YES', the bidder attests its ability to fulfill the numbered specifications:

YES NO
☐ ☐

2.2.1 Follow scripts provided by DHCAA without deviation and exactly as presented. DHCAA will provide scripts for staff in their outreach communication. Contractor may not deviate, expand, or contract from the prescribed call script content.

YES NO
☐ ☐

2.2.2 Contact individuals on a priority basis, using the member list provided by DHCAA and additional information which will be provided to the contractor (e.g. individual member risk scores for prioritizing call order).

YES NO
☐ ☐

2.2.3 Have the ability to transfer member/individual to different number before disengaging from the call. DHCAA will provide call agents with resource numbers to provide to members along with the offer and ability to transfer the call immediately if member desires. Contractor must terminate the call once the transfer is initiated.

YES NO
☐ ☐

2.2.4 Have the ability to place calls during normal business hours, evenings, weekends, and holidays if necessary to comply with deadlines.

YES NO
☐ ☐

2.2.5 Provide a written statement limited to six pages demonstrating the bidder's competency in the delivery of the requirements above as well as how the bidder is able successfully meet the requirements..

2.3 Quality Assurance

The bidder must have a Quality Assurance (QA) business model in place. By checking 'YES' to the action items in this section, the bidder attests that this QA Plan will include the following elements (2.3.1. through 2.3.8) and that the contractor will provide DHCAA with the QA Plan within five days of contract execution.

YES NO
☐ ☐

2.3.1 Quality criteria established by the Division Administrator.

YES NO
☐ ☐

2.3.2 A plan for monitoring the program's day-to-day operation.

YES NO
☐ ☐

2.3.3 A method to evaluate whether or not the program is meeting its stated outcome goals within the required parameters.

YES NO
☐ ☐

2.3.4 A consumer satisfaction process that will adequately measure the program's effectiveness, including the ability to record calls and provide access electronically to recorded calls to DHCAA staff

YES NO
☐ ☐

2.3.5 Experience in providing an effective quality assurance program.

YES NO
☐ ☐

2.3.6 The bidder's Contract Manager is responsible for quality control of the entire Call Center Enrollment Assistance Program contract.

YES NO
☐ ☐

2.3.7 The bidder's Contract Manager / Project Team Leader are responsible for timely completion of all deliverables of the Call Center Enrollment Assistance Program contract.

YES NO
☐ ☐

2.3.8 Provide a written statement limited to three pages demonstrating the bidder's competency in the delivery of the requirements above as well as **how** the bidder is able meet the requirements successfully.

2.4 Performance Management

By responding with a 'YES', the bidder attests its ability to fulfill the numbered specifications: YES NO

☐ ☐

2.4.1 Maintain and provide detailed call logs for each member/individual to DHCAA on a weekly basis and in the format prescribed by DHCAA. The detailed call logs must support and reconcile to the actual invoicing submitted to DHCAA for payment. Details on a member/individual level will include the following data at minimum:

- Call Operator ID
- Member/Individual ID
- Member/Individual contact phone number
- Date of call
- Start time of call HH.MM.SS
- End time of call HH.MM.SS
- Total call time HH.MM.SS
- Call Attempt Number (e.g. 1 of 3)
- Outcome of call (e.g. completed, no answer, no successful communication, disconnected, number abandoned, message left with individual or on answering service)

YES NO
☐ ☐

2.4.2 Maintain and provide overall call statistics to DHCAA on a weekly basis in the format prescribed by DHCAA. Details for overall status report will include the following statistics for each of the three groupings at minimum:

- Number of attempted calls (for week of report and cumulative)
- Number of successfully completed calls (for week of report and cumulative)
- Average call length (for week of report and cumulative)
- Number of transferred calls segregated by the identification of the referred phone number (for week of report and cumulative)

YES NO
☐ ☐

2.4.3 Provide a written statement limited to two pages demonstrating the bidder's competency in the delivery of the requirements above as well as **how** the bidder is able meet the requirements successfully.

2.5 RFB Element – Background and Security

By responding with a 'YES', the bidder attests its ability to fulfill the numbered specifications:

YES NO
☐ ☐

2.5.1 **Background and infrastructure to handle Medicaid and/or private health insurance clients**

YES NO
☐ ☐

2.5.2 **Background and infrastructure to handle Affordable Care Act (ACA) planning and operational issues**

YES NO
☐ ☐

2.5.3 **Infrastructure to securely handle, guard, and sequester Protected Health Information (PHI) and Personally Identifiable Information (PII).**

YES NO
☐ ☐

2.5.4 Provide a written statement limited to three pages demonstrating the bidder's competency in the delivery of the requirements above as well as **how** the bidder is able meet the requirements successfully.

2.6 EXPERIENCE

The bidder shall demonstrate that it has the skill, judgment, experience, and resources to provide the Call Center Enrollment Assistance program with **outbound calling services. At a minimum, experienced agents will be required to terminate calls after delivery of scripted messages that will include referral to appropriate resources.**

By responding with a 'YES', the bidder attests its ability to fulfill the numbered specifications:

YES NO
☐ ☐

2.6.1 A minimum of **5** years experience in high volume outbound calling services.

YES NO
☐ ☐

2.6.2 Understanding of the needs of this special population and/or has worked with healthcare clients.

YES NO
☐ ☐

2.6.3 **Successfully completed a project with similar scope and expedited timeframe.**

YES NO
☐ ☐

2.6.4 **Provide staffing plan that will meet expedited timeline.**

YES NO
☐ ☐

2.6.5 **Provide a list of three (3) references for projects with similar services and expedited timeline.**

YES NO
☐ ☐

2.6.6 Provide a written statement limited to **3** pages demonstrating the bidder's competency in the delivery of the requirements above as well as **how** the bidder is able meet the requirements successfully.

2.7 CONTRACT REQUIREMENTS

Contractor acknowledges and agrees to compliance with, but not limited to, the following contract requirements specific to this RFB.

- 1.) News releases pertaining to this contract or any part of the bid shall not be made without prior approval of the issuing agency.
- 2.) DHS retains the right to require the reassignment of an employee or employees, as the Department may deem necessary.
- 3.) The contractor is prohibited from invoicing over the amount of the rate bid.
- 4.) Appoint a contact person who will be available to consult with DHS personnel during normal working hours (8:00-4:30 CT, Monday - Friday), for ongoing communication and resolution of day-to-day questions.
- 5.) Any intentional falsification of reports may result in contract termination.
- 6.) Subcontracting may be allowed in this contract. The contractor acknowledges full responsibility for contract performance when subcontractors are used.
- 7.) When subcontractors are used, they must abide by all terms and conditions of the contract.

Bids submitted in response to this RFB shall respond to the specifications stated herein. Failure to respond to the specifications may be a basis for a bid being eliminated from consideration during the selection process. The Department reserves the right to reject any or all bids to this RFB, waive minor informalities and to accept

only the most qualified offer in the judgment of the Department. The determination of whether an RFB condition is substantive or a mere formality shall reside solely with the Department.

In the event a contract is executed, the contents of this RFB, and all subsequent documents, and the bid from the successful bidder will become contractual obligations. The Department reserves the right to negotiate the award amount, the programmatic goals, and the budget items with the selected bidder prior to entering into an agreement.

Failure of the successful bidder to accept these obligations may result in cancellation of the contract.

2.8 AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE

A. Affirmative Action Plan

- (1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every CONTRACTOR must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the CONTRACTOR contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.

The CONTRACTOR must submit an Affirmative Action Plan to the STATE in accordance with (4) below.

- (2) An Affirmative Action Plan is required from a CONTRACTOR who receives a state Grant over \$50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the CONTRACTOR is exempt by established criteria. The plan is due to the STATE within fifteen (15) working days of the award date of the CONTRACTOR's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over \$50,000, must submit Affirmative Action Plans in the same manner as other CONTRACTORS.

- (3) The CONTRACTOR must submit its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Grant Compliance within fifteen (15) working days to:

DHS/DES/BSS
AA COODINATOR
1 W WILSON ST RM 655
PO BOX 7850
MADISON WI 53707-7850
Or submit a PDF file to DHSSStrategicSourcing@wisconsin.gov

B. Civil Rights Compliance

- (1) For agreements for the provision of services to clients, the CONTRACTOR must comply with Civil Rights requirements. CONTRACTORS with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and CONTRACTORS with Grants of less than \$50,000 are not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance. CONTRACTORS with an annual work force of twenty-five (25) employees and Grant agreements of \$50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All CONTRACTORS must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

- (2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AA AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 561
PO BOX 7850
MADISON WI 53707-7850

Telephone: (608) 266-9372 (Voice)
1-888-701-1251 (TTY)
FAX: (608) 267-2147 (Fax)
Email: David.Duran@wi.gov

- (3) The CONTRACTOR agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.

- (4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the CONTRACTOR are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- (5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the CONTRACTOR is considered to be a Federal STATE, the CONTRACTOR assures that it will comply with these requirements. All employees of the CONTRACTOR are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (6) The CONTRACTOR shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the CONTRACTOR is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the STATE'S standards and the CONTRACTOR shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The CONTRACTOR shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.
- (7) The CONTRACTOR agrees to comply with the STATE'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

- (8) Requirements herein stated apply to any sub-grants or grants. The CONTRACTOR has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the STATE has a direct Grant with another CONTRACTOR'S subcontractor, the STATE will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.
- (9) The STATE will monitor the Civil Rights Compliance of the CONTRACTOR. The STATE may conduct reviews to ensure that the CONTRACTOR is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The CONTRACTOR agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by CONTRACTOR, as well as interviews with staff, clients, and applicants for services, subcontractors, CONTRACTORS, and referral agencies. The reviews will be conducted according to Department procedures. The STATE will also conduct reviews to address immediate concerns of complainants.
- (10) Where the STATE has a direct Grant with another CONTRACTOR's subcontractor, the CONTRACTOR need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.
- (11) The CONTRACTOR agrees to cooperate with the STATE in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The CONTRACTOR agrees to all of the following:

- (1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.
- (2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.
- (3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.
- (4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.
- (5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

3.0 BID COST SUBMITTAL WORKSHEET

The cost per minute rate must represent an all-inclusive bid for all costs associated with this contract and all costs to perform the requirements enumerated in the RFB.

Instructions: Insert the name of the bidder below:

Name:

Instructions: Bid Price is defined as the per minute call rate. The Total Bid Price Box represents the official bid amount for this RFB.

Bidders should use the following assumptions in developing the Total Bid Price below:

- **Assume the estimated call average for successful calls is 5 minutes**
- **Assume the estimated call average for unsuccessful calls is 30 seconds**
- **Assume that 10% of members/individuals will result in an unsuccessful call for all three(3) attempts**

A successful call is one that DHCAA defines as reaching the member/individual and completing the DHCAA provided call script.

An unsuccessful call is one that DHCAA defines as not being able to reach the member/individual on any one of the three required attempts.

- 1) Column B is the **price per minute and must represent an all-inclusive rate for all costs associated with this contract**. This amount is only allowed to be carried to two decimal points.

BOX 1	
Estimated Total Call Minutes (A)	Price Per Minute (B)
XX	\$ __, __. __
Total Bid Price (= A x B)	
\$ __, __. __	

Bidder's Signature

Date

NOTE: No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Cost Per Minute will be the official Bid Price for this RFB and must include all costs associated with performance of contract requirements and fulfillment of contract deliverables. The Total Bid Price Box represents the official bid amount for this RFB.

4. VENDORNET

The State of Wisconsin is purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. Annually renewable registration guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their specified commodity/service area(s) with an estimated value over \$50,000. It is recommended registrants provide an email address that is monitored centrally in the organization to ensure timely receipt of notifications. Organizations without Internet access may request paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations; call 608-264-7898.

5. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided.

- 5.1 Bid Cover (Signature) Pages, form DOA-3070
- 5.2 Completed Section 2 Technical Requirements - Bidder Response Sheet including all required written statements
- 5.3 Bid Cost Submittal Worksheet
- 5.4 Designation of Confidential and Proprietary Information, form DOA-3027
- 5.5 Vendor Information Sheet, Attachment A, form DOA-3477
- 5.6 References and Examples Sheet, Attachment B, form DOA-3478
- 5.7 MBE Program Awareness, Compliance & Action Plan, Attachment D

NOTE: the following documents will only be needed if an Addendum is issued or additional information is requested
--

- 5.8 Amendment Cover (Signature) Page(s), if applicable to this bid request
- 5.9 DHS may request financial stability documents as needed

Failure to provide these forms/information with your bid submittal may disqualify your bid from further consideration.

6. SUBMISSION OF BID

Bids **may not be** submitted via facsimile.

Bids **may not be submitted via email.**

To be considered, bids must be received by the due date and time and should include the entire bid packet.

Any correspondence, documents, price lists, etc. to support your bid, must include the bid number and be sent to:

U.S. Mail, UPS, Fed Ex, etc.:

Jacqueline Sommers Smith
WI Department of Health Services
Bureau of Strategic Sourcing
1 W. Wilson Street, Room 655
Madison, WI 53703

Bids must be received in the above office by the specified date and time stated below. All bids must be time-stamped as accepted by the Procurement Manager (or designee) by the stated time. Bids not so stamped will not be accepted. Receipt of a bid by the State mail system does not constitute receipt of a bid by the Bureau of Strategic Sourcing, for purposes of this RFB. Bids submitted in whole or in part by fax or email will be rejected.

There are two components needed for complete submission of the bid response: a Technical Bid and a Cost Bid. Both components are due to the address above by the stated date and time. The following submission requirements must be followed for each of the components:

TECHNICAL BID COMPONENT

This component must contain the original and four (4) paper copies of the entire Technical Bid including any proprietary information.

The outside cover of the sealed package containing the TECHNICAL BID must be marked as follows:

Technical Bid
Call Center Enrollment Assistance (CCEA)
Name and Address of Proposer
Due: August 23, 2013 at 2:00 PM CT
RFB S-0215 DHCAA-14
Package No. X of X (if multiple packages)

COST BID COMPONENT

This component must contain the original and two (2) paper copies of the Cost Bid sealed under separate cover.

The outside cover of the package containing the COST BID must be sealed separately from the Technical Bid and marked as follows:

Cost Bid
Call Center Enrollment Assistance (CCEA)
Name and Address of Proposer
Due: August 23, 2013 at 2:00 PM CT
RFB S-0215 DHCAA-14
Package 1 of 1

In addition to the paper documents described above, the Technical Bid and the Cost Bid must be submitted in non-password protected PDF format on reproducible CDs or DVDs recorded and labeled as follows:

- **Disc One** must contain the entire Technical Bid **including** any proprietary information and have the following label affixed to the disc:

TECHNICAL BID – Proprietary Information Included
Call Center Enrollment Assistance (CCEA) RFB
Name and Address of Bidder
RFB S-0215 DHCAA-14 : Disc One

Enclose this disc within the TECHNICAL BID package(s).

- **Disc Two** must contain the Technical Bid **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form (DOA-3027). *Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Proposer to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form (DOA-3027) and the information provided on this disc.* The following label must be affixed to the disc:

TECHNICAL BID – Proprietary Information Excluded
Call Center Enrollment Assistance (CCEA) RFB
Name and Address of Bidder
RFB S-0215 DHCAA-14 : Disc Two

Enclose this disc within the TECHNICAL PROPOSAL package(s).

- **Disc Three** must contain the Cost Bid Worksheet in PDF format with the following label affixed to the disc:

COST BID
Call Center Enrollment Assistance (CCEA) RFB
Name and Address of Bidder
RFB S-0215 DHCAA-14 : Disc Three

Enclose this disc within the COST BID package

All materials must be received in the prescribed formats at the prescribed address no later than 2:00 PM CT on Friday, August 23, 2013.

Bidders are cautioned that receipt of a proposal package by the United States Postal Service, State of Wisconsin mail system, or a commercial carrier, does not constitute receipt of a proposal by the Department for purposes of this procurement. All bids received after the closing date and time will not be reviewed and will be returned unopened to the Proposer. **No exceptions will be granted.**

7. METHOD OF AWARD

Bids will be reviewed by DHS to verify that they meet all specified requirements in this RFB. Each bid, meeting all specified requirements, will be further reviewed on the basis of costs submitted, discounts, examples given, financial stability, and favorable references. This verification may include reviewing the vendor's bid document, contacting references furnished in the vendor's bid, requesting reports on the vendor's financial stability, reviewing demonstrations of the vendor's product(s)/service(s), and reviewing results of past performance of the vendor with the State of Wisconsin.

Awards will be made to the low total from the lowest responsible bidder.

Lowest responsible bidder is defined in State regulations Adm. 6.01 as:

...the person or firm submitting the competitive bid with the lowest price that meets the specifications contained in the requests for bids. In establishing the lowest responsible bidder, all of the following factors may be considered:

- a) The financial ability to provide the services required or to complete the contract;
- b) The skill, judgment, experience, and resources to complete the contract;
- c) The necessary facilities, staff, personnel, and equipment to complete the contract;
- d) The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
- e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required, and;
- f) Any other factor determined to be relevant in assessing the bidder's ability to supply as required.

8. TERMS AND CONDITIONS

The Standard and/or Supplemental Terms and Conditions provided with this document represent the terms and conditions that will apply to this contract. Vendors may not submit their own contract document as a substitute for these terms and conditions.

9. SUPPLIER DIVERSITY

Minority Business Enterprise Program (MBE)

The State of Wisconsin is committed to the promotion of minority businesses in the State's procurement program.

Bidders are strongly urged to use due diligence to further this policy by setting up subcontracts to state-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to this contract (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises. "Minority Business is defined as a "business certified by the Department of Administration s. **16.287**.

Bidders must submit the attached **MBE Program Awareness, Compliance & Action Plan (Attachment C)** indicating their proposed utilization of state-certified minority businesses for this contract. Contact the State's Minority Business Manager for assistance in locating certified firms at (608) 267-3293.

Quarterly reports are requested to be submitted to the Agency Partners, Procurement Unit, itemizing the deliveries and cost of items or services provided by certified firms. Reports should state the costs for the previous contract quarter. The department reserves the right to verify with listed firms their involvement as subcontractors or second-tier suppliers.

Woman Owned Business (WBE)

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in Wisconsin Administrative Code 83.

The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. Bidders are strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

Disabled Veteran Owned Business (DVB)

The purpose of the DVB is to increase the opportunity for disabled veteran firms to sell their products and services to the State of Wisconsin. A certified disabled veteran-owned business is eligible for a 5 percent bid preference. This means that the certified bidder must be within 5 percent of the lowest qualified responsible bidder.

State purchasing and contracting under the 2009 Wisconsin Act 299 is targeted for certified disabled veteran-owned businesses.

10. SUBCONTRACTING OR THIRD PARTY PAYMENTS

The bidder must identify whether they or another vendor (subcontractor) will be providing ongoing support. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. Agencies will not pay any subcontractor or third parties directly.

11. CERTIFICATION FOR COLLECTION OF SALES AND USE TAX

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

12. CONFIDENTIALITY

Contractor acknowledges that some of the data and documentation it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees may have direct or indirect contact with clients, staff, or other parties. All information regarding clients is confidential in nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information, including but not limited to identity of clients or services being received. Bidder must have a policy regarding ethics and confidentiality for their staff to follow. Provide a copy of that policy with your bid. Some buying agencies that provide health services may additionally require interpreters to sign Health Insurance Portability and Accountability Act (HIPAA) privacy statements at the time of service.

Contractor or its employees and subcontractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, proposer's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.

The restrictions herein shall survive the termination of this contract for any reason, shall continue in full force and effect, and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors that are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

ATTACHMENT A**VENDOR INFORMATION****1. PROPOSING COMPANY/ORGANIZATION NAME**

Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____
Website _____

2. Name the person to contact for questions concerning this bid.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$50,000 on this contract must submit affirmative action information to the department. Please name the Personnel/Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____

ATTACHMENT B**REFERENCES**

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page.

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include Zip + 4) _____

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT C

AGENCY PARTNERS MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM AWARENESS, COMPLIANCE & ACTION PLAN

As a matter of sound business practice, the Wisconsin Department of Health Services is committed to “supply diversity” by promoting the use of minority business whenever and wherever possible. Further, as an agency of the State of Wisconsin, AGENCY PARTNERS shares in the state goal of placing five (5) percent of its total annual purchasing dollars with state-certified minority businesses.

State of Wisconsin purchasing policy provides that Minority Business Enterprises (MBE) certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts/projects.

You, as a contractor, are strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement (second-tier suppliers), with a goal of awarding 5% of the contract cost to such enterprises.

Quarterly reports are requested to be submitted to the Department of Health Services Procurement Unit, itemizing the costs of services and goods provided by certified firms. Reports should state the costs for the previous contract/project quarter.

Authority for the MBE program is found in Wisconsin Statutes 15.107(2), 16.75(4), and 16.755 and 560.036(2), and details about the program can be found at:

<http://www.doa.state.wi.us/category.asp?linkcatid=677&linkid=113&locid=0>

Your complete response on the following form must address the following components of your company /organization’s commitment/action plan:

- a) Indication that you understand the **State of Wisconsin’s goal**,
- b) Listing of any **MBE vendors with which you intend to subcontract**,
- c) Description of the various **second tier MBE expenses** (goods and services procured that are incidental to the contract/project; *examples are:* specific office supplies to perform the contract, percentage of cost for uniforms for contract staff, travel to perform the contract/project, percentage of facility maintenance services for your facility used directly by your staff during the contract/project period) your company/organization will be able to report that are in direct connection with the administration of this contract,
- d) **Statement expressing your commitment** to complete the required monthly or quarterly reports that will reflect your subcontracts and second-tier expenditures for the period.

For information on certified State of Wisconsin Minority Business Enterprises, please contact:

Minority Business Certification Program

101 E Wilson St, 6th Floor

PO Box 7970

Madison, WI 53707

Tel: (608) 267-9550

Fax: (608) 267-0600

DOABDMBD@Wisconsin.gov

ATTACHMENT C, CONT'D

AGENCY PARTNERS MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM
AWARENESS, COMPLIANCE & ACTION PLAN
Complete, sign, and include in your bid response.

Failure to complete this form as a component of your bid may result in rejection of your bid.

Our company/organization is a Wisconsin-certified Minority Business Enterprise (MBE)

☐ Yes ☐ No

Our company/organization is a minority business but has not yet received Wisconsin certification (please provide details): _____

☐ Yes ☐ No

We are aware of the State of Wisconsin's goal to spend at least 5% of their total annual purchasing dollars with state-certified MBE firms.

☐ Yes ☐ No

We are aware that if awarded this contract/project our company/organization will provide monthly or quarterly reports to Agency Partners reporting all expenditure activity directed to MBE subcontractors or second-tier MBE suppliers that directly relate to this contract. (Any non-certified minority businesses could be a potential subcontractor/second-tier supplier--indicate these on your plan. Agency Partners will work with those businesses for possible certification.)

☐ Yes ☐ No

Subcontractors: Our company/organization intends to subcontract at least 5% dollar volume with certified MBE firms listed below (names, addresses, telephone numbers):

☐ Yes ☐ No

Second-tier Suppliers: In addition to direct subcontracting efforts, your company/organization can help the State of Wisconsin achieve the 5% goal by managing your second-tier minority purchases. Second-tier business refers to incidental business expenses your company may spend with Wisconsin-certified MBE firms as it pursues the normal course of business supplying the Agency Partners-contracted products or services. Here are some *examples*:

- Percentage of your office supplies specifically used during the course of this contract/project.
- Percentage of uniform costs for staff performing this contract/project.
- If you travel to perform this contract/project, you could use a state-certified MBE travel agency and report that expense.
- Percentage of facilities maintenance services for facility(ies) directly used by your staff during the course of this contract/project.

These second-tier expenses can only be reported to the extent that they directly relate to your business with AGENCY PARTNERS. The percentage of the expense you can report is determined by the amount of your AGENCY PARTNERS sales as it relates to your total sales volume. Per the terms of your contract, you should actively pursue directing business towards these types of companies, and report your efforts in this regard on a monthly basis.

In paragraph form, describe your company/organization's commitment/action plan with regard to the planned use of state-certified MBE businesses in subcontracting efforts, as well as developing MBE second-tier suppliers. Please list

your specific commitments (attach sheet, if necessary).

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

COMPANY: _____ PHONE NUMBER: _____

ATTACHMENT D

MINORITY BUSINESS PARTICIPATION REPORT

Wisconsin Department of Health Services
s.16.75(3m) Wis. Stats.

Return via eMail.

<u>Report Date</u> _____	<u>Contract / Purchase Order #</u> _____	<u>Time Period Covered by Report</u> <input type="checkbox"/> <u>Monthly:</u> _____ <u>through</u> _____ <input type="checkbox"/> <u>Quarterly:</u> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/>
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<u>Project Name / Contract Title</u> _____	
<u>Prime Vendor / Contractor Name</u> _____	<u>Federal Employer Identification Number – FEIN</u> _____

Minority Vendor Contractor Name, Address and Telephone Number	Product / Service Purchased	Subcontract \$ Amount	Second Tier \$ Amount

If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation.

I certify that the information contained on this report is true and correct.

I also certify that I am an authorized representative of the above-identified Prime Vendor / Contractor.

(Prime Vendor/Contractor Authorized Representative Name)

(Title)

STANDARD TERMS & CONDITIONS, DOA-3054 (R10/2005)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting procurement office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the procurement office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin

(provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.